

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

SKF USA INC.

Plaintiff,

v.

DALE H. BJERKNES, KEVIN KOCH,
JOSEPH J. SEVER, and WALTER
REMICK, JR.

Defendants.

Case No. 08 CV 4709

Judge Moran

Magistrate Judge Denlow

PLAINTIFF'S MOTION FOR PRELIMINARY INJUNCTION

Plaintiff SKF USA Inc. moves this Court for an Order granting a Preliminary Injunction, in the attached form, pursuant to Rule 65 of the Federal Rules of Civil Procedure, and in support thereof, relies upon and incorporates the averments and reasons set forth in the Verified Complaint and accompanying Memorandum of Law.

WHEREFORE, SKF USA Inc. respectfully requests that the Court grant its Motion for Preliminary Injunction and enter the requested Order in the form attached hereto.

Respectfully submitted,

Dated: August 19, 2008

s/ Ernesto R. Palomo
Terrence P. Canade (# 06196823)
Ernesto R. Palomo (# 06278186)
LOCKE LORD BISSELL & LIDDELL LLP
111 South Wacker
Chicago, IL 60606
(312) 443-1862 (T.P. Canade)

and

Stephen J. Sundheim
Elizabeth S. Campbell
PEPPER HAMILTON LLP
3000 Two Logan Square
Eighteenth & Arch Streets
Philadelphia, PA 19103-2799
(215) 981-4000

Attorneys for Plaintiff
SKF USA Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

SKF USA INC.

Plaintiff,

v.

DALE H. BJERKNES, KEVIN KOCH,
JOSEPH J. SEVER, and WALTER
REMICK, JR.

Defendants.

Case No. 08 CV 4709

Judge Moran

Magistrate Judge Denlow

ORDER

Upon consideration of Plaintiff SKF USA Inc.'s ("SKF") Motion for Preliminary Injunction, the memorandum in support thereof and SKF's Verified Complaint, and counsel having presented argument in connection with the Motion, the Court hereby finds that it has been presented with sufficient evidence that

1. Defendants have violated, and unless preliminarily enjoined will continue to violate, the terms of their Agreements with SKF and their other common law and statutory obligations;
2. The harm to SKF in denying the application for preliminary injunction outweighs the harm to any legitimate interests of Defendants in granting the application;
3. Immediate and irreparable injury will occur to SKF unless Defendants are enjoined from breaching their Agreements; and
4. Enjoining Defendants is in the public interest.

IT IS THEREFORE ORDERED THAT:

1. Pending further order of the Court, Defendants are enjoined, until two years from the date that they begin to comply with the Agreements, from directly or indirectly performing services for, calling on, soliciting or catering to any individuals or entities who were customers or potential customers of SKF Reliability Services within one year preceding Defendants' resignation.

2. Pending further order of the Court, Defendants are enjoined, until two years from the date that they begin to comply with the Agreements, from directly or indirectly, soliciting or inducing any employee of SKF to leave SKF's employ for any employment in a line of business similar to that conducted by SKF in locations where SKF services clients, or locations where SKF has solicited clients within one year preceding Defendants' termination of employment.

3. Pending further order of the Court, Defendants are enjoined from using or disclosing any of SKF's trade secrets or confidential or proprietary business information for any purpose whatsoever.

4. Defendants are ORDERED to return all documents and all electronic media that contain, reflect or constitute SKF's trade secrets and confidential information.

5. SKF shall file a bond issued by a commercial bonding company in the amount of \$ _____.

BY THE COURT:

_____, J.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on August 19, 2008, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which sent notification of such filing to the following:

Terrence Patrick Canade
tcanade@lockelord.com

Ernesto R. Palomo
epalomo@lockelord.com

The undersigned hereby certifies that, on August 20, 2008, I caused a true and correct copy of the foregoing to be served via hand delivery on the following non-CM/ECF participants:

Stephen J. Sundheim
Elizabeth S. Campbell
PEPPER HAMILTON LLP
3000 Two Logan Square
Eighteenth & Arch Streets
Philadelphia, PA 19103-2799
(215) 981-4000

Dale H. Bjerkness
11342 Sorenson Lake Lane
Merrifield, MN 56465

Kevin Koch
713 Bourgin Road
Virginia, MN 55792

Joseph J. Sever
11751 West River Hills Drive, Apt. 215
Burnsville, MN 55337

Walter Remick, Jr.
1200 Augusta Drive NE
Bemidji, MN 56601

s/ Ernesto R. Palomo
Ernesto R. Palomo